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T R I A L

FOR A
BREACH OF PROMISE OF MARRIAGE.

Miss ELIZABETH CHAPMAN,

AGAINST

WILLIAM SHAW, Esq; Attorney at Law.

BEFORE

The Right Honourable Lord Kenyon,

IN THE

COURT OF KING'S-BENCH,

WESTMINSTER-HALL,

ON SATURDAY, THE 22d OF MAY, 1790.

L O N D O N:

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M D C C X C.



COUNSEL for the PLAINTIFF,

MR. MINGAY,

MR. GARROW, AND

MR. LAWS.

For the DEFENDANT,

MR. ERSKINE, AND

MR. LAW.

COPIES OF THE

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TRIAL, &c.

ACTION UPON THE CASE.

CHAPMAN *against* SHAW.

MR. LAWS opened the pleadings on the part of the plaintiff.

The declaration stated, That in consideration of the plaintiff, Miss Elizabeth Chapman, undertaking to marry the defendant, Mr. Shaw, he undertook to marry her, and in breach of that promise he had refused to marry her, and had married another lady.

B

To

To this declaration the defendant pleaded, that he had made no such promise, and thereupon issue was joined.

MR. MINGAY, as leading Counsel for the plaintiff, opened his client's case as follows:

May it please your Lordship, and you, Gentlemen of the Jury,

I am Counsel in this case on behalf of Miss Elizabeth Chapman, who complains of a most serious injury. Miss Chapman is the daughter of a very respectable tradesman, who lives somewhere in the neighbourhood of Holborn. You will find by the evidence which I shall produce to you, that this Gentleman, Mr. Shaw, used every address and every little art, by which men too often get complete possession of the affections of the other sex; and I am ready to confess this was not without the approbation of her family: this young Gentleman went on from time to time to visit the family, and repeatedly promised to marry this lady. You will find by his letters, and by the evidence of a great number of persons, it seemed impossible for him to enjoy any happiness in this world without marrying her. In this manner the defendant got complete possession of the

2 affections

affections of this young lady; he even kept up his intimacy with Miss Chapman until the time that he was married to another lady; he repeatedly said that he would marry her, although contrary to the inclinations of his family. Mr. Shaw, however, went to the North, where his parents lived; and, to her utter surprise, she soon found that he had married a young lady in Yorkshire; what fortune he got to induce him to marry this lady I know not, although I shall be able to give general evidence of his situation and circumstances.

It is not possible to aggravate a case of this kind by any observations I can make. There cannot be a more unjust, a more unmanly conduct, than for a man to seduce a woman's affections, by every little art and stratagem, when at the same time he has no serious intentions of marrying her.

Gentlemen, that such conduct is unjust and unmanly I trust you will mark by your verdict: This young man was uniformly treated as one of the family; when he went to the North, however, he met with another young lady, whom, for some reason, he preferred; but I will venture to assert, if my instructions are not false, that there was not the smallest reason to complain of Miss CHAPMAN.

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He expresses himself in the most affectionate terms to her at the very moment that he was paying his addresses to another lady; this was not the conduct of a man of honour.

What apology, excuse, or extenuation, he shall make in his defence I do not pretend to know; I shall call my witnesses, and prove my case, and then you, Gentlemen of the Jury, will give to this young lady such a satisfaction in damages, as the nature of the case seems to require.

EVIDENCE FOR THE PLAINTIFF.

Mrs. MARY CHAPMAN called and examined by
MR. GARROW.

I am the mother of this young lady.

MR. LAW, here asked Mrs. Chapman, if this action was not carried on at the expence of the plaintiff's father?

She answered that it was not; but at the expence of a brother-in-law.

Mr.

Mr. GARROW, on the part of the plaintiff said, if it were, they were ready to remove this objection by granting a release.

MRS. CHAPMAN.

As I have just now observed, the plaintiff is my daughter. I am acquainted with Mr. Shaw, the defendant. From the latter end of August, 1787, to the latter end of July, 1789, Mr. Shaw paid his addresses to my daughter; during all that time she resided in my family. From the latter end of August, 1787, until the latter end of February, 1789, Mr. Shaw visited constantly at our house, except about ten weeks, when he was in the country; he was every day at our house during that time; he was received with approbation by my husband and the rest of the family; he was received and used as a suitor to my daughter; he entered into a conversation with me respecting his intentions towards my daughter; this was about the latter end of July, 1788. I was sitting in the parlour by myself. He came down stairs to me of his own accord from my daughter. He sat himself down on my right-hand;—says he, “Mrs. Chapman, I and Miss Chapman have agreed to be married.” I answered—“Well—I approve of it.” I then turn-

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ed

ed about to him, thinking that he was going to say something more upon the subject. He looked a little shy, and said, " I thought, Madam, it was best to acquaint you with it." This was all the conversation that passed at that time in the parlour. Mr. Shaw then went up stairs, and I immediately followed him; he went up stairs to the room where my daughter had her music, and where she slept; " My dear," said he, " addressing himself to my daughter, " I have acquainted your mother at last." " What did you say?" said she. " I have told your mother," said he, " that you and I have agreed to be married."—I turned into the other room, where my husband and I slept. I thought I would not interrupt them, and would have nothing to say to them. About an hour after that he went away. I do not know that I had any conversation with my daughter, on this subject, that night. The next day was Sunday, when Mr. Shaw was again at our house, as well as on Monday, Tuesday, and Wednesday: he was at our house every day; he said he would communicate every thing to Miss Chapman, and open to her all his future hopes and prospects in life; he took leave very kindly of all my family when he went into the country. I think I saw him again about the middle of October following. Mr. Shaw and my daughter were extremely fond of one another. He one day said,

" Miss

“ Miss Chapman, I’ll bring your brother-in-law to see you.” This was after his return from the country : this brother-in-law was Mr. Shaw’s own brother. He turned about to me, in the presence of my daughter, and said, “ Mrs. Chapman, I’ll bring my brother to see you.” I said, “ Sir, I shall be very glad to see him, and be proud of his company.” In a short time after this he brought Mr. John Shaw to my house. Mr. Shaw, the defendant, had chambers, and I was present at a conversation in my house when he said “ Miss Chapman, will you go and see how you like my chambers?” This was in the month of May, 1788. “ Pray said he, go and see whether they will do for us.” He was at this time in possession of the chambers. He then turned about to me, and said, “ Mrs. Chapman, won’t you go and see my chambers?” I answered him, “ I have no notion of ladies going to see gentlemen’s chambers.” After his return in the month of October he continued for some time to pay his attention to my daughter. He married in October, 1789, at the distance of a year. I never saw any alteration in his behaviour. I know no reason that my daughter gave him to break off his connexion. I did not suspect any more than the first moment he was in her company. I had not the least suspicion that he was courting another lady, until about two months before he was married. He married a

Miss *Wright*. After he was married I never had any conversation with him. I never was present when he said any thing about it. My daughter is twenty-three years of age; Mr. Shaw is about twenty-four; or twenty-five years of age, and is an Attorney. I was present at Mr. Brown's when Mr. Shaw was there. On the 16th of December Mr. Shaw sent for me; and when I went in, he spoke to me first, and pulled off his hat; said he "Mrs. Chapman, I acquainted you with the affair between Miss Chapman and me."—"Certainly you did," said I. "You told me that you and Miss Chapman had agreed to be married." I then upbraided him with every thing I could think of, and asked him how he could do what he had done. I reminded him of his attentions to my daughter; he said he was very sorry for it; he was very sorry he was married, for that Miss Chapman was a very virtuous young lady, and of strict integrity; he had no fault to find with her, nor with any belonging to her; he then had on a ring with some of my daughter's hair in it; he said, he knew he had acted very cruelly to her; he was very willing to make her a recompence. He said he had no fortune with his wife, but about an hundred pounds. This conversation passed in the presence of Mr. Browne. Mr. Browne said, "Mr. Shaw, you would have had a devilish deal more with Miss Chapman. He said
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he wished he had known that he had got no property of his own. I asked him, what recompence he could make her. He said, he would make her a yearly recompence. I upbraided him with the injustice and unmanliness of the whole of his conduct.

MRS. CHAPMAN CROSS-EXAMINED BY MR. ERSKINE.

My husband is a chair-maker. I have got eight children; three of whom are daughters. The first time this gentleman opened the business to us, was when he came down from my daughter, and jumped into the room; for he was very active. "Mrs. Chapman," said he, "Miss Chapman and I have agreed to be married." I turned about, and looked at him, expecting to hear something more. This was the first time he told me of this business. That was in the month of July, 1788. I had a son who was fellow clerk with the defendant. This son introduced him first into our house. He said, "Mother, I shall have a Gentleman or two, and hope you will make a little entertainment." I said, I would. After Mr. Shaw had visited at our house for some time, I observed him pay a particular attention to my daughter. I knew perfectly

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well,

well, who he was: he was clerk at the office of Mr. Sharples; my son told me, he had got a place; he was out of his clerkship. In July, 1788, he said he was a man of no fortune. I never asked him what fortune he had, during the twenty-three months courtship which he paid to my daughter. I never advised my daughter to discourage his addresses: I knew his family, that it was a very respectable one; and he said, he was the twelfth brother. Having a knowledge of his family, I did not think there was any necessity for writing to his father or brother. I had a mind the young people should do as they pleased. As I said before, Mr. Shaw introduced his brother to us, one evening, about six o'clock. I believe he drank tea; and my husband shook hands with him. The defendant was under this brother's protection. I received him as I would have done any other gentleman. As soon as ever the defendant went into the country, he wrote directly to my daughter. It was before he went into the country, that he introduced his brother. I was not at all surprised, when he desired my daughter to go and see his chambers, because I then looked upon him as much my daughter's husband, as if he had actually been married to her. After Mr. Shaw was married, he sent for me. He said, Miss Chapman was a lady of great
virtue

virtue and integrity; that he was very sorry he was married; and was willing to make any reparation in his power, to my daughter. He had only a small property with his wife. He had only an hundred pounds, and no property of his own.

Mr. BROWN said, he would have had a devilish deal more, had he married Miss Chapman.

I know of no other action commenced against the defendant.

MRS. CHAPMAN RE-EXAMINED BY MR. GARROW.

This young man went every where, where we visited: he visited with us at Mr. Neal's, and all our acquaintance. We have married three of our family already. We gave each of them a portion of several hundred pounds; and this daughter would have got the same. After Mr. Shaw discontinued his visits to my daughter, *she was out of her mind*. She kept her bed, and never slept for *seven days*. She was ill twice; and this illness was manifestly occasioned by Mr. Shaw's breaking off his visits. In
 3 expectation

expectation of marriage, I laid out 30l. with a linen-drapeer, and 12l. for silk with another. There was a fever in the house before she was ill. My daughter's illness was not a sore throat, nor fever: her's was a disorder of the mind. She was out of her senses two months.

RICHARD CHAPMAN EXAMINED BY MR. LAWS.

I am brother to the plaintiff. I knew of Mr. Shaw's visits to my sister. The conduct of the defendant was such as left me no doubt but that he had gained her sincere affections. About March, 1788, my sister met the defendant at a friend's house. He came home with her very late; and the family were all in bed but myself.

The witness here corrected himself, and gave evidence of what passed at a different meeting. He said, that in March, 1788, the defendant dined at their house, but that he said he would not stay tea. The plaintiff said that she would make tea for him; she actually did make tea for him, and made the toast herself. The defendant said, he wished he could push on the time: "In November," said he, "we shall be, 'Liz.'"

Another

Another day, he was counting how many months it would be to July, when he should go to the country; "And when I return," said he, "we shall be married, 'Liz *."

CROSS-EXAMINED BY MR. LAW.

They were to be privately married in November. I do not know from whom I understood this. I have heard it since the action was commenced. When the month of November came, I never said to Mr. Shaw, The month of November is now come, why don't you perform your promise? I was present when Mr. Shaw's brother was introduced at our house; but I did not hear any thing of the marriage; it was never mentioned to me solely.

LORD KENYON.

This duty was more incumbent on the parents; and they have said they never did.

* An endearing expression frequently used by the defendant.

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MR.

Mr. KNEAL.

I have married one of the sisters.

Lord KENYON then observed, that, as he was the person who contributed to the expence of the action, he could not be legally examined.

MR. CHAPMAN EXAMINED BY MR. MINGAY.

I am the elder brother of the plaintiff. I know Mr. Shaw, and have seen him frequently at our house. I always received him as a person paying his addressee to my sister; and he was so received by all the family. There appeared to me to be a great attachment between my sister and him. She was ill, in consequence of his discontinuing his visits, and was attended by a medical person. Mr. Shaw was acquainted in our family for eighteen or twenty months. He told me, he was a clerk, *for improvement,*

ment, for eighteen shillings a week! My brother was clerk with Mr. Sharples. I do not know that Mr. Shaw was fellow clerk with my brother. He never stated, in my my hearing, his intention of marrying my sister. I remember this young man's brother coming to our house, but do not know whether or not he drank tea, although he was there most of the evening. I do not know that there was a word said by this young man, that he was going to be a husband to my sister. I cannot say that he was at our house in the summer of 1789, but know that he was there one evening between eleven and twelve at night. My sister made a complaint of it to me.

MR. CHAPMAN CROSS-EXAMINED BY MR. ERSKINE.

The defendant is an attorney, and lives in Thanet-place. He was in our house in 1789, about a fortnight before he went into the country. In the months of January and February, 1789, he was in London, and never visited us: he then lived in New Inn. I never sent to see what was become of him; and, as far as I know, my sister never called or sent to him.

MR.

Mr. MINGAY observed that notice had been given to Mr. Shaw to produce at the trial of this cause a letter which he had received from the plaintiff, dated the 16th or 17th of October, 1789.

MRS. CHAPMAN.

I upbraided him with it. He said I was married in the morning, and received this letter in the evening from Miss Chapman.

Lord KENYON asked if any answer had been given to this letter?

To which Mr. MINGAY replied in the negative.

Lord KENYON then said he was of opinion it could not be given in evidence.

MR. TURNEY EXAMINED BY MR. MINGAY.

I am an Apothecary, and attended Miss Chapman for some months in the year 1786, when she was very ill. Her

mind

mind was disordered: her disorder was the effect of an unhappy mind.

LORD KENYON.

I must undoubtedly take it for granted that the plaintiff was ill in consequence of her great attachment to the defendant.

MR. ERSKINE.

I wonder to what extent the mysterious science of medicine will arrive at last. I believe they will follow it by and by to the next world.

CHARLES CHAPMAN EXAMINED BY MR. GARROW.

I am another brother to the plaintiff, and knew Mr. Shaw the defendant; during the latter period of his visits at our house he did business for himself; he was agent for his two brothers, and he did business for another gentleman whom I knew.

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This

This was all the evidence that was produced on the part of the plaintiff.

D E F E N C E.

Mr. ERSKINE then rose, as leading counsel on the part of the defendant, and addressed his Lordship, and the Jury, as follows :

May it please your Lordship, and you, Gentlemen of the Jury,

What is passing before us in this court at present is a miniature of what is passing in the world at large ; (as scenes in private life something resemble those which are acted in publick.) I shall endeavour to defend my client against this family compact. I will preface what I am about to say to you, with an observation which I give you my word of honour is a sincere one. There is no man living who feels more regard than I do for the honour of WOMEN ; or who enters more ardently into their distresses : there is no man living who more pathetically laments

laments seduction ; or would more willingly hold up to public detestation their seducers. No man respects private life more, or thinks higher of the peace, happiness, and prosperity of families who are engaged in the lower, but I think in the most useful walks of life ; namely, those who are engaged in trade. And therefore, I am ever ready to allow that any tradesman who has sustained an injury has a right to be heard and to be attended to by a Jury of his country. I am only sorry to remark, that the conduct of these witnesses does not much credit to that purity, honour, and fairness of dealing, which are often found in these walks of life. You have before you the defendant, Mr. Shaw, who is a young man just coming into the world, endeavouring to provide for himself, and to forward his fortune. Gentlemen of the Jury, many of your connexions may probably be in the same situation. The youngest of twelve children, thrust out into the world to struggle against all the vicissitudes of fortune, and to hold out against all her vanities and caprices. My client was sent out into the wide world to seek his maintenance at the age of nineteen. For a short time he was clerk to an attorney, and in the same office with one of the brothers of the present plaintiff, who first introduced him into his family. Mr. Chapman, although he is the father

of this family, and the head of this house, has not been summoned as a witness in this cause. In cases of this sort women are better witnesses than men, and Mrs. Chapman has conducted herself better than her husband could have done : women concern themselves more with these little attentions which are paid to their sex by men ; and therefore, they are more competent witnesses. But when you come to a serious connexion, the husband most undoubtedly must be consulted ; because, by the law of England, you must obtain the consent of the lady's father.

MR. MINGAY.

The lady is of age.

MR. ERSKINE.

She may be of age, but if there had been any serious intention of a marriage, the father would certainly have been acquainted with it. You will observe, Gentlemen, that during the period of *twenty-two months*, Mr. Shaw visited at the house of Mr. Chapman, paying those atten-

tions

tions to his daughter which young men, at that time of life, usually pay to the young women whose company they keep. And although the parents knew he was a clerk at eighteen shillings a week, the mother tells you she never warned her daughter against forming an attachment to him, although, as he had no fortune, she must have seen that this marriage would never have produced any desirable effect. But it seems to be a principle with this family to dispose of their daughters in marriage, as soon as they can, and how they can; it would be better for them to desist from this mode. People ought never to join themselves in marriage without having the means of a comfortable support; for no proverb is truer than this (and there is a great deal of truth in most proverbs) "When poverty comes in at one door, love goes out at another." This a very innocent and a very virtuous young woman. And if she has been unhappy, she is yet more happy than she would have been if she had married Mr. Shaw. The first time was the seventh of July, 1788, when, according to the evidence of the mother, the defendant expressed an intention to marry her daughter. I ask you, Gentlemen, for I know your honour and justice will make you extremely attentive; Did she mention the conversation that passed between the de-

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fendant

fendant and her to her husband? Has she stated her husband
 ever signified his approbation to my client that he should
 marry his daughter? she has concealed this part of the story
 which this young man told her, that he had no property,
 and desired her to communicate this to her husband, to
 acquaint him that unless it would be convenient for him to
 give his daughter a fortune, it would be impossible to
 carry on this engagement. And from that time not a
 syllable passed which conveyed an inclination or desire
 on the part of the parents to carry this marriage
 into effect. This was in July, 1788. He went into the
 country; and what correspondence has been produced from
 him in his absence? They have been able to produce *one*
letter from this *ardent* lover, during the absence of three
 months. This young woman was supposed to have had
 such an affection for the defendant, as to have turned her brain.
 If so, when he returned to London I should think he would
 have been a little reprimanded by his lover, for neglecting to
 corresponded with her. He returned to town in the end of
 the year 1788. Between two and three months in the spring
 of the same year, he is living in New Inn; he is never once at
 the house; he is never visited by her; he is never inquired
 after by the parents, although in the month of July, before it
 was announced to the mother by the defendant, that his
 marriage

marriage was to be carried into effect in the month of November; then, said my client, I shall be married to Liz. It was a great pity Mr. Neale was not present at this conversation, which passed at the house of the parents before he went away. No! he could not get him to the house. Mr. Shaw saw the folly and danger of the connexion, and the ruin that it would bring on both him and this young lady. Mr. Shaw had unfortunately destroyed a letter written by Miss Chapman to him, acknowledging that this connexion ought to be destroyed and put an end to by absence, or in any shape. Here is a meeting at the house of Mr. Neale; this young gentleman, one of the brothers of the plaintiff is present at this conversation, and swears that Mr. Shaw said he would marry Liz in November. Mr. Shaw comes back in November: Did Mr. Chapman ever put Mr. Shaw in mind of his promise? Had Mr. Chapman no regard for the honour of his sister? Had he no regard for the respect due to his family? Did he never say to his mother, what is become of Shaw? He has returned, and yet has never performed his engagement. I asked the mother and all the three sons, for this action is carried on at the family expence, and with family witnesses, and no one would swear this man is fixed with

this breach of promise; but this is not all, no person who attends, in the smallest degree, to the manner in which this business has been conducted, but must see that this is a cause trumped up against a young man, who is obliged to marry against his own will, who would have much rather married this young woman, but was prevented, because there was no property on either side.

Gentlemen, if any of you had a son, and had no property to give him, and who was to work his fortune through the world, should form an attachment to any tradesman's daughter, would you not expect, from the fairness and honesty of people of this description, to have had some communication on the subject? Would you not have expected something to this effect: Your son has visited my daughter; a new connection has sprung up between them: is it for the advantage of either or both? Common honour, common honesty called for such a communication. I should consider it as a conspiracy against me, if any family were to permit a son of mine to form an attachment to one of their daughters, and never communicate it to me. If, in consequence of such an acquaintance, he should form an injudicious connexion, I
should

should consider it as a conspiracy if not made acquainted with it. By the law of England, a father who has a son under age, is intitled to ratify the contract of marriage, and if performed without the consent of the father, it is no engagement. It is evident that this family, I do not say wickedly, but foolishly, suffered my child to go on in forming an attachment to their daughter, without either directly or indirectly communicating it to any branch of my child's family.

This is not all; you are desired to believe, by Mrs. Chapman, that the defendant said to her, I will bring my brother, Mr. Shaw, to visit you. The defendant was to introduce his brother as a brother-in-law; as a man who was to be received with open arms, and taken into the affections of this family. She tells you, she addressed Mr. Shaw as she would any one of you. He remained from six or seven in the evening, until twelve o'clock at night; the father present, the mother present, all the brothers present, the man himself present, who promised to marry the young lady, when he returned in November; and yet not a syllable is said on the subject.

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I address

I address myself to persons whose excellent understandings, and the measure of whose knowledge I am already acquainted with; and, therefore, I think it unnecessary for you to consult these good understandings you possess on the subject. I shall, I will put this case, that your daughter was about to be married to me; that I said to your daughter, "I'll bring my brother to see you," and that a marriage was soon to be solemnized; is it possible to conceive in your own minds, is it probable to suppose, when the friends had sat from six or seven, until twelve at night, not a syllable was said on the subject; would it not have been very natural for some of the parties to have observed, "Here is a prospect of marriage about to be solemnized between such and such relations, and I hope we shall be all happy in the connexion?" but here every thing wears the appearance of a plot.—When he comes back in November, 1788, he was to be married privately first.—Why?—They tell you he was of age, and she was of age; why then a *private* marriage? Was it to conceal it from his own family before his parents and his numerous brothers could come and enter their protest against a connexion which would involve both the parties in ruin? this is the true situation of the business;

business; but you will observe further, one of the brothers says, they were to have been married *privately*: Why when he came to town, was not this taken notice of? There is not a syllable of evidence in the cause, of his ever having been called on to carry this marriage into effect. Mr. Shaw's affections were undoubtedly fixed on Miss Chapman, but he had no fortune. Did Mr. Chapman ever offer him a fortune with his daughter? Mrs. Chapman knows that she concealed a part of the conversation between her and the defendant, who desired her to ask her husband what he would give, and yet this man, Mr. Chapman, is kept in the back ground; why was he not sworn, since he could have thrown light upon the subject? Then comes the apothecary in Macbeth, shaking his head, with a portentous air, and whirling his fingers about like some conjuror. When physicians cannot find any disorder in the body, they say there must be some disorder in the mind; the greatest physicians that adorn the world and science, when they go out of the path of experimental philosophy and truth, only make asses of themselves in the face of the public, and will make every man laugh at them, who becomes acquainted with their presumption and ridiculous folly.

Gentlemen, you may give the plaintiff a verdict of sixty or seventy pounds; you may cast my client into prison; you may make another family unhappy, for there is another unfortunate woman; and if there has been any crime committed, she has not partaken in it.

Gentlemen, the defendant stands in the same situation in which I am afraid we have all, at one time or other stood; we have cast our affections into a quarter where fortune has not cast her smiles. The law undoubtedly has put the whip into your hands, and feeling like discreet, honourable men, like men of humanity and justice, I am sure you will make a proper and moderate use of it.

LORD

LORD KENYON's Address to the Jury.

Gentlemen of the Jury,

This cause lies in a very narrow compass. There are two points in it. First, Whether the promise stated by the plaintiff, and made to her, has been broken? and Secondly, What are the damages? If any person who enters into this engagement is reputed to be of sober life and conversation, but who turns out, on a fair inquiry, to be a woman whose character is stained, the promise, although made to her, will not bind the other party in point of law. If a lady is chaste and virtuous at the time of making the promise, but before the performance of it acquires a different character, there is in this case likewise an end of it: but nothing of this kind appears in the present case; and the learned counsel for the defendant seems to admit that the verdict must be for the plaintiff, and undoubtedly it must; and then the question arises respecting damages. And, Gentlemen, it is scarcely necessary to mention, that you ought always to have respect to the situation in life of the person who is to pay those damages. The

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conduct

conduct of the defendant during this business does not appear to me marked with any peculiar delinquency. Too often, indeed, an improper intimacy, by the inattention of parents, has happened; the daughters have been seduced; but fortunately, in this case, nothing of that sort has occurred. It was a pleasing dream; but the defendant was at last awaked from it, from a view of his own situation: this, however, does not justify him in breaking his promise, but presents him to you in a situation more favourable. His situation in life is certainly very narrow; he is living upon the small earnings arising from the profession to which he has been bred up; he is now connected with another woman. Whether he is the father of a family or not, I do not know; but he is the husband of a wife; and you will undoubtedly advert to that situation. I do not say, always, that a man who cannot pay in his purse, shall not be called upon to pay in his person. However, the defendant does not appear to you in that criminal situation in which several others have been placed.

Gentlemen,

Gentlemen, You are now acquainted with all the circumstances of this case. The consequence of large damages will not be productive of much benefit to the plaintiff; at the same time, they may crush the defendant. You are the sole and only constitutional judges of what the damages shall be. You will attend to the situation of the parties, and, I am sure, will do substantial justice.

VERDICT for the PLAINTIFF,

TWENTY POUNDS.

F I N I S.

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Gentlemen, you are now acquainted with all the cir-
cumstances of this case. The consequence of large
damages will not be prohibitive of much benefit to the
plaintiff; at the same time, they may crush the defendant.
You are the sole and only constitutional judges of what
the damages shall be. You will attend to the situation
of the parties; and, I am sure, will do substantial justice.

VERDICT for the PLAINTIFF.

TWENTY EIGHT POUNDS

F I N I S

